

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Keebler Company		09/23/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Kellogg North America Company
Street Address:	One Kellogg Square
City:	Battle Creek
State/Country:	MICHIGAN
Postal Code:	49016
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2881337	FRUIT HARVEST
Registration Number:	2882851	TONY'S FROSTED CRUNCH

CORRESPONDENCE DATA

Fax Number: (248)641-0270

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: coakley@hdp.com

Correspondent Name: Harness, Dickey & Pierce, P.L.C.

Address Line 1: 5445 Corporate Drive

Address Line 2: Suite 400

Address Line 4: Troy, MICHIGAN 48098

ATTORNEY DOCKET NUMBER:

8951-500036A

NAME OF SUBMITTER:

Lisabeth H. Coakley

Total Attachments: 3

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TRADEMARK

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CH \$65.00 2881337

TRADEMARK ASSIGNMENT

This assignment made this 23rd day of September, 2004, by and between KEEBLER COMPANY (hereinafter "Assignor"), a Delaware corporation, having its principle place of business at 677Larch Avenue, Elmhurst, Illinois 60126 and KELLOGG NORTH AMERICA COMPANY, (hereinafter "Assignee"), a Delaware corporation having its principle place of business at One Kellogg Square, Battle Creek, Michigan 49016.

WHEREAS, Assignor owns and has used, or is using, the trademarks identified in the attached schedule A (collectively, hereinafter the "Marks") in the United States.

WHEREAS, Assignee is desirous of acquiring the Marks and all rights therein, including the goodwill of the business associated therewith, as well as all common-law rights and all federal trademark and service mark registrations and applications identified in Schedule A attached hereto and made a part hereof.

NOW, THEREFORE, for valuable consideration the receipt and sufficiency of which are hereby acknowledged, Assignor hereby conveys, transfers and assigns to Assignee all rights, title, and interest in and to the Marks, all common-law rights, all federal registrations and applications identified in Schedule A together with the goodwill of the business symbolized thereby.

Assignor further assigns to Assignee all rights to sue for and receive all damages occurring from past infringing uses of the Marks.

Assignor agrees that upon request by Assignee, Assignor shall execute all papers, make all rightful oaths, testify on behalf of Assignee and do all other lawful acts necessary to carry out the intent of this Assignment as well as provide such other material, information, or assistance as Assignee may consider necessary.

This assignment shall be binding on the parties, their successors and/or assigns and all others acting by, through, with or under their direction, and all those in privities therewith.

TRADEMARK ASSIGNMENT

KEEBLER COMPANY

Signature:  *cmp*

Typed Name: Gary H. Pilnick

Title: Vice President & Secretary

Dated: September 23, 2004

KELLOGG NORTH AMERICA
COMPANY

Signature: 

Typed Name: James K. Markey

Title: Secretary

Dated: September 23, 2004

SCHEDULE A

<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Mark</u>
2,881,337	09/07/2004	FRUIT HARVEST
2,882,851	09/07/2004	TONY'S FROSTED CRUNCH